

Part 1 Face Sheet
MEMORANDUM OF AGREEMENT
MEMORANDUM OF UNDERSTANDING
STATE OF CONNECTICUT
Department of Social Services
CONTRACT ADMINISTRATION

☒ **MOA - Financial**

☐ **MOU - Non-Financial**

1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Prepare two original copies.
3. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
4. The Department of Social Services and the Contractor as listed below hereby enter into an agreement subject to the terms and conditions stated herein and subject to the applicable provisions of the Connecticut General Statutes.
5. Acceptance of this contract implies conformance with terms and conditions as stated in this agreement.

	(1) ORIGINAL <input checked="" type="checkbox"/> (2) AMENDMENT <input type="checkbox"/>	(3) DSS Identification No. 159OWC-WXA-01 <i>MOAOWC-WXA-01</i>	(4) Contracting Agency Identification 09DSS7602ID	
CONTRACTING STATE AGENCY	(5) Contracting State Agency Name Department of Administrative Services on Behalf of the Office of Workforce Competitiveness		(6) Contracting State Agency State Number	(7) Contracting State Agency FEIN OWC-001
	(8) Contracting State Agency Address 100 Great Meadow Road, Suite #401, Wethersfield, CT 06109		(9) Contracting State Agency Liaison & Phone No. Mary Ann Hanley (860) 258-4304	
ORIGINATING STATE AGENCY	(10) Originating State Agency Department of Social Services		(11) Originating State Agency Number DSS6000	(12) Originating State Agency FEIN 061274687
	(13) Originating State Agency Address 25 Sigourney Street, Hartford, CT 06106		(14) Originating State Agency Liaison & Phone No. Carlene Taylor (860) 424-5889	
CONTRACT PERIOD	(15) Contract Period (From - To) 7/1/09 - 3/31/12		(16) Funding Period (From -To) 7/1/09 - 3/31/12	
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled		(17) Required No. Of Days Written Notice. 30 Days	
COMPLETE DESCRIPTION OF SERVICE	(18) The contractor shall provide services in accordance with the terms of this Memorandum of Agreement as it continues on page 2 through 37.			
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(19) The maximum dollar value of this agreement shall not exceed \$3,500,000.00. Upon execution of this agreement by the Contractor and approval of the same by the Department of Social Services, the Contractor shall provide services and submit a transfer invoice for payment in accordance with the payment terms on pages 29 and 30 of this agreement.			

(20)	(21)	(22)	(23)	(24)		(25)	(26)			(27)	(28)	(29)
Line No.	Budget Reference	Fund	Department	Program	SID	Account	Project/Grant			Chart 1	Chart 2	Amount
	2010	12060	DSS60908	52006	29040		DSS000000036302			168076		\$3,500,000.00

(30) ACCEPTANCE AND APPROVALS

(31) STATUTORY AUTHORITY - §4-8, 17b- 3

32) Department of Social Services PROGRAM DIRECTOR <i>Pamela A. Giannini</i>	PAMELA A. GIANNINI, DIRECTOR BUREAU OF AGING, COMMUNITY AND SOCIAL WORK SERVICES	DATE 9/18/09
33) Department of Social Services FISCAL OFFICIAL <i>Lee Voghel</i>	Lee Voghel, Director Division of Fiscal Analysis	DATE 10/20/09
34) Department of Social Services CONTRACT ADMINISTRATOR <i>Kathleen Brennan</i>	Kathleen Brennan, Director Contract Administration and Procurement	DATE 9/18/09
35) CONTRACTING STATE AGENCY AUTHORIZED OFFICIAL <i>Brenda Sisco</i>	TITLE Brenda Sisco, Commissioner DAS	DATE 9/21/09
36) ORIGINATING AGENCY AUTHORIZED OFFICIAL <i>Michael P. Starkowski</i>	TITLE Michael P. Starkowski, Commissioner	DATE 9/18/09

Part 2

Memorandum of Agreement Standard Terms and Conditions

A. GENERAL CONTRACT PROVISIONS

1. Procurement and Contractual Agreements

The terms and conditions contained in this section constitute a basis for any contract with other Connecticut State Agencies. As used in this agreement, the term "Memorandum of Agreement" and "MOA" is consistent with the term "contract" and the term "DSS" is consistent with the Department of Social Services and the term "OWC" is consistent with the Office of Workforce Competitiveness.

2. Contract Period

This agreement shall be in effect from July 1, 2009 through March 31, 2012 and shall be reviewed within ninety (90) days before the expiration date with a written agreement on the terms of the extension to be completed within thirty (30) days before the expiration date. The written confirmation shall be signed by the respective Commissioners or his/her designee.

3. Contract Revision or Amendment

- a. Either party may request or suggest a revision or amendment to the contract's complete Description of Services (hereinafter referred to as "Scope of Work" or "Part 3" of this contract); or the Cost Schedule of Transfer Certificates (hereinafter referred to as "Budget and Payment Provisions" or "Part 4" of this contract).
- b. A formal contract amendment shall be required only for extension to the contract period, revision to the Budget and Payment Provisions, and any other provision determined material by either party or required by the American Recovery and Reinvestment Act (ARRA). A contract amendment shall not be effective until executed by both parties.
- c. No amendment or revision may be made to a contract if the contract period as negotiated per Section A. 2 has expired.

4. Assignment

Either party shall not assign or transfer any interest in this contract without the prior written approval of the Liaison(s) as set forth in Section 5. b. This shall not be construed as limiting the rights to subcontract some of the services to be performed hereunder as provided in this contract, so long as all conditions of the ARRA funds are maintained.

5. Liaison And Notices

- a. Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions or problems which may arise during implementation and operation of the contract.
- b. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed to either the postal or email address as follows:

In case of notice to the Contractor:

Beth Trenchard

Office of Workforce Competitiveness

100 Great Meadow Road
Wethersfield, CT 06109
Beth.Trenchard@ct.gov

In case of notice to DSS:

Kathleen M. Brennan
Director of Contract Administration and Procurement
State Department of Social Services
25 Sigourney Street
Hartford, CT 06106
Kathleen.Brennan@ct.gov

Carlene O. Taylor
State Department of Social Services
Community, Energy and Refugee Services Division
25 Sigourney Street
Hartford, CT 06106
Carlene.Taylor@ct.gov

- c. Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change the address or liaison for notification purposes by mailing a notice stating the change and noting the new address and liaison. Email must be sent "read receipt requested."
6. **Maintenance of Separate Records**
The Contractor and its subcontractors shall maintain accounting records in a manner that will enable DSS to easily audit and examine any books, documents, papers and records maintained in support of the contract. All such documents shall be made available to DSS at its request, and shall be clearly identifiable as pertaining to the contract.
7. **Examination of Records**
DSS and its duly authorized representatives during the contract period and for a period of five (5) years after final payment for the services performed under this contract or any extension and all pending matters are closed shall have access to and the right to examine any of its books, records, including but not limited to financial records, documents and papers pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

B. INTERPRETATIONS AND DISPUTES

1. Settlement of Disputes

Any dispute concerning a question of fact arising under the contract, which is not disposed of by agreement, shall be decided by the DSS Contract Administrator as identified in Section 5.b. The decision of the DSS Contract Administrator shall not be binding if appealed by the Commissioner of DAS on behalf of the OWC to the Commissioner of DSS and the Commissioner of DSS upholds the appeal. Pending final decision of a dispute, the OWC shall proceed diligently with the performance of the contract in accordance with the Contract Administrator's decision.

C. PAYMENTS

1. Approval and State Liability

The DSS and the State of Connecticut assume no liability for payment under the terms of any contract until the OWC is notified, in writing, that the DSS has accepted the contract and funds have been received from the Federal government under the ARRA.

2. Surplus/Excess Payments

In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall, at the end of the contract period, or earlier if the contract is terminated, return to the Department in full, any unexpected funds within 30 days.

3. Under-expenditure

When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under-expenditure or under-utilization of contract funds is likely to occur by the end of the contract term, the Department may, with a minimum of sixty (60) days advance notice to the Contractor, reduce the payment schedule for the balance of the contract term. The Department will ensure that the Contractor is allowed to retain sufficient funds to honor any outstanding contract obligations.

D. EXECUTIVE ORDERS

1. **Executive Order No. 3: Nondiscrimination:** This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated before completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three and that the Contractor will not discriminate in employment practices or policies, will file all reports as required and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
2. **Executive Order No. 7C:** This Contract is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006.** The Parties to this Agreement, as part of the consideration hereof, agree that:
 - a. The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
 - i a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

- ii. wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
 - b. For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
 - c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
3. **Executive Order No. 14: Procurement of Cleaning Products and Services:** This agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.
4. **Executive Order No. 16: Violence in the Workplace Prevention Policy:** This contract is subject to Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that:
- a. The contractor shall prohibit employees from bringing into the state work site, excepts as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
 - b. Weapon means any firearm, including BB gun, whether loaded or unloaded, any knife (excluding small pen knife or pocket knife), including a switchblade or other knife having an automatic spring release device, stiletto, any police baton or nightstick or any martial arts weapon or electronic weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
 - c. The contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threaten to cause, physical injury or death to any individual in the state work site.
 - d. The contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall insure that all employees are aware of such work rules.
 - e. The contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain the provisions (a) through (d).
5. **Executive Order No. 17: Connecticut State Employment Service Listings:** This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive

Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. NON-DISCRIMINATION.

References in this section to "Contract" shall mean this MOA and references to "Contractor" shall mean the Office of Workforce Competitiveness.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

F. STATUTORY AND REGULATORY COMPLIANCE

Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (P. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address,

phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed. Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, P. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business

Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded there under, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

G. TERMINATION

1. Either party may terminate this agreement for cause upon thirty (30) days advance written notice delivered to the other party specifying a date of termination. The Department may also terminate this agreement if funding for the specified services is withdrawn by the federal government. Termination of this agreement shall be effected by forwarding to the other party written notice immediately, but at least thirty (30) days prior to said termination. The notice shall describe and identify the contingency which gives rise to the notice of termination and shall be forwarded via certified mail, postage prepaid, return receipt requested or via email, return receipt request, delivery confirmation requested.

H. MISCELLANEOUS

1. Force Majeure

Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of Federal, State or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

PART 3

Memorandum of Agreement

Scope of Work

A. SCOPE OF SERVICES

1. The Contractor shall provide the following specific services for the AMERICAN RECOVERY AND REINVESTMENT ACT WEATHERIZATION ASSISTANCE PROGRAM, hereinafter referred to as "ARRA WAP," **TRAINING AND TECHNICAL ASSISTANCE PROGRAM** component, hereinafter referred to as "Program," and shall comply with the terms and conditions set forth as required by the Department, including but not limited to the requirements and measurements for scope of services, contract performance, quality assurance, reports, terms of payment, and budget. No provisions shall be contained in this Part I that negate, supersede, or contradict any provision of Part II. In the event of such inconsistency between Part I and Part II, the provisions of Part II shall control. It shall be noted that Exhibit A and Exhibit B may be amended from time to time. Any changes to the Exhibits will be negotiated between the parties.
 - a. The services as defined below and implemented by the Contractor shall hereinafter be referred to as the "Program".
 - b. The individuals served by the Contractor under this contract will hereinafter be referred to as "clients" or "participants."
2. The American Recovery and Reinvestment Act, Public Law 111-5, is a temporary three year stimulus program designed to preserve and create jobs, promote economic recovery, and assist those impacted by the recession. The ARRA WAP utilizes ARRA funds to assist low-income persons to minimize energy related costs and increase energy efficiency in their homes.
3. DSS is the federally designated grantee for ARRA WAP funding. DSS has chosen to enter into an agreement with OWC to provide or cause to be provided recruitment, training, technical assistance, apprenticeship, on-the-job training, and job placement program services directed toward weatherization assistance. This is done in accordance with the Department of Energy's (DOE) approved ARRA plan for Weatherization in Connecticut. Through this MOA, DSS is contracting with OWC to provide or cause to be provided these services to a target goal of up to 640 individuals.
4. For the purposes of the requirements identified in this agreement "Contractor" shall mean the "Contractor and its Subcontractors."
5. This Agreement made by and between the Connecticut Department of Social Services hereinafter referred to as the Department, and the Office of Workforce Competitiveness, hereinafter referred to as the "Contractor" or "OWC," acting through their authorized representatives.

B. RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF THE DEPARTMENT OF SOCIAL SERVICES

DSS shall:

1. Transfer funds to OWC, in accordance with the terms of this agreement; and

2. Provide consultation to OWC staff or Subcontractor staff on the direction and implementation of this project.

B. RESPONSIBILITIES OF THE OFFICE OF WORKFORCE COMPETITIVENESS

OWC shall utilize the funds allocated as a result of this agreement for the purposes of the goals set herein, to accomplish the following:

1. Complete the development of agency contractual agreements, interagency agreements and subcontracts for regional and statewide implementation of an ARRA Weatherization recruitment, training, technical assistance, apprenticeship, on-the-job training, and job placement program services program by:
 - a. Establishing contractual agreements between OWC and individual entities particularly WIBs. The contract language will identify scope of work, programs goals, outcomes, measures and reporting requirements, requiring that all ARRA reporting requirements are met.
 - b. Requiring the collection and submission of data and reports by the Subcontractors and partner agencies to the Department of Social Services.
 - c. Reporting in accordance with the ARRA (Recovery Act) Section 1512 Reporting Requirements.
2. Establish work group(s) or steering committee(s) by implementing or causing to be implemented the following:
 - a. Solidifying relationships with agencies that will be targeted for inclusion in the ARRA Weatherization training and job placement program;
 - b. Identifying key project partners and gathering contact information; and
 - c. Developing project management and communication plans.
3. OWC may, in consultation with Department staff assigned to the project, accomplish the above activities directly and/or through contract(s) with a third party.
4. Throughout the term of this Agreement, the OWC shall provide or shall cause to be provided recruitment, training, technical assistance, apprenticeship, stipend support, on-the-job training, and job placement services relating to weatherization assistance (herein also referred to as the "Program"). Such Program services shall be designed in accordance with the ARRA WAP Connecticut State Plan and with the provisions pertaining to DSS of C.G.S. §§ 16a-41(a) and 16a-41(b).
5. By March 31, 2012, the OWC shall provide or shall cause to be provided training, technical assistance and job placement services relating to the ARRA WAP to a target goal of up to 640 individuals statewide. Regional requirements shall be determined by needs assessments conducted. Target numbers will be determined based on the information collected. However, these adjustments must not reduce the statewide target goal of up to 640 individuals to receive training, technical assistance or job placement services through this agreement.
6. OWC shall enlist the use of subcontractors to meet the demands of the Program. All subcontractors providing recruitment, training, technical assistance or job placement services shall be required to follow sound internal management policies and provide qualified workers to implement the Program in a timely manner. If OWC determines that it is appropriate, they may use the services of Community Action Agencies, Workforce Investment Boards, Job Funnels, Community Technical Colleges and other entities that are in good standing with DSS shall be eligible for provision of weatherization services, as subcontractors, to accomplish the goals of the program.
7. OWC or its Subcontractors shall ensure that program participants placed in weatherization jobs, performing duties pursuant to the ARRA WAP shall be adequately trained in core competency

training, Home Check Energy Audit certification and/or other training necessary for ARRA WAP jobs.

8. The Contractor shall require that funding dedicated to weatherization assistance leads to the creation or retention of WAP and "green workforce" Jobs. DSS intends to distribute ARRA WAP funding in a way that will increase job opportunities and provide specialized training for and access to jobs, with a goal being that these jobs will lead to opportunities for employment in 'green' jobs in the future. Recruitment shall target a diverse population, some skilled and some new to the workforce, with a focus on low-income individuals, displaced and unemployed workers, persons with disabilities, veterans and older workers. Below is a list of positions that DSS anticipates will be created or retained as a direct result of funding through ARRA WAP, the training, technical assistance and job placement goals shall be directed toward supporting the types of positions listed below which may be created or maintained by the WAP Community Action Agency Contractors and Department of Economic and Community Development Contractors. OWC or its contractors shall have the flexibility to subcontract services in such a way as to assist them with meeting these goals:

<u>Position Title</u>	<u>Three Year Statewide Goal</u>
Crew Workers/Installers	270
Crew Chiefs – Job Site Supervisors	50
HVAC Contractors	25
Energy Auditors	45
Inspectors	30
Intake/Eligibility	60
Client Education Specialists	10
Local Agency Coordinators	25
Technical Monitors – On-site Monitoring/Oversight	15
Program Administration & Desk Monitoring/Oversight	15
Fiscal Administration & Financial Oversight & Audit	24
Trainers/Teachers/Technical Assistance	30
Equipment, Material & Supply Providers & Transportation	25
Operation and Maintenance of Vehicles and Equipment	6
Inventory Control	10
Other	0
Total	640

Progress toward achieving the training goals for the positions indicated above shall be tracked by OWC or its Subcontractors and shall be included in the monthly ARRA Weatherization Training Reports required by this Agreement.

9. The Contractor shall be familiar with the contents of the documents and regulations described above in this Agreement, and maintain such documents in their files throughout the contract period and any required subsequent period.
10. The Contractor shall develop and implement a process for informing and encouraging key industry stakeholders including but not limited to Community Action Agencies, Workforce Investment Boards, Community Technical Colleges, Connecticut Department of Economic and Community Development, Job Funnel programs, Utility Companies, state agencies, high school systems, employers, job seekers and community based organizations to create employment opportunities to target population;
11. The Contractor shall identify and implement training and employment strategies to encourage participation by the target population, focusing on low income individuals, displaced and unemployed

workers, persons with disabilities, veterans and older workers and which shall include minority and non-English speaking persons.

12. The Contractor shall work with the Department staff and in accordance with state and federal program requirements on data documentation, data collection, and reporting of standardized measurable outcomes for all training and job placement activities.
13. Throughout the term of this contract the Contractor shall require that its subcontractors are in compliance with the Davis Bacon Act and that participants, after completion of apprenticeship or on-the-job training, who are employed as laborers and/or mechanics performing weatherization services are receiving appropriate wages required to be paid pursuant to said Act. Employed laborers and mechanics shall be compensated weekly throughout the duration of this contract pursuant to the Davis Bacon Act.
14. The Contractor or its Subcontractors shall verify that each laborer and/or mechanic under subcontract is not presently debarred, suspended, proposed for debarment, or declared ineligible by any Federal department or agency. The Contractor shall verify that the name of the subcontractor does not appear on the Excluded Parties List System (EPLS). The website for EPLS is <https://www.epls.gov> or <http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/DBA-ARRA.htm>
15. The Contractor or its Subcontractors shall provide the Department with a list of positions that will be created and/or retained, directly relating to the Training Program, for each service area, as a direct result of the ARRA WAP Funding. The Contractor shall provide a list of positions at the commencement of the program and include updates on the Monthly Weatherization ARRA WAP Training Report as specified in this contract.
16. Program Training. The Contractor and/or designated subcontractors, shall design and deliver training for the ARRA Weatherization program including but not limited to the menu courses and training outlined in (Exhibit A of this Agreement.)
17. The Contractor or its designated subcontractor shall administer the overall program of ARRA Weatherization Training and coordination with the regional Community Action Agencies, Workforce Investment Boards, Community and Technical Colleges, Job Funnel programs, the Departments of Labor and Social Services, and other weatherization training partners identified in each region as essential to the success of the program implementation
18. The Contractor or its designated subcontractor is responsible for facilitating the statewide and regional implementation. In this capacity, the Contractor shall design, develop, and deliver training and organizational development activities, manage budget line items, evaluate the effectiveness of training, and provide consultation.
19. The Contractor or its designated subcontractor responsibilities may include but are not limited to, the delivery of training and technical assistance in the preparation and use of basic media materials; design, produce and evaluate a wide range of educational and training materials; direct and produce instructional and informational videos, brochures, posters, booklets, etc.; develop specifications and coordinate the purchasing, inventory, and dissemination of audio-visual equipment, production suppliers, and commercially prepared instructional materials; and establish a preventive maintenance program for sophisticated audio-visual equipment. (Exhibit A)
20. The Contractor, throughout the term of this contract, will develop multicultural training and job opportunities that will: (Exhibit A)
 - a. work to influence program planning and the provision of direct services to clients;
 - b. contribute to a modification or increase in staff knowledge and competence in working with

- underserved ethnic/cultural groups;
- c. create and maintain a program presence in targeted communities;
- d. work with existing community based organizations and contractors to facilitate diversity informed inclusion and participation in the Weatherization programs and services.

C. CLIENT-BASED OUTCOMES AND MEASURES:

The Contractor shall provide or cause to be provided through subcontracts the Program services described herein to result in the following outcomes on behalf of clients in the Program. The intake/exit assessment records, client progress evaluations, reports, and other documentation necessary, shall serve as the measurement 'tool(s)' for the identified outcomes below. Outcome results achieved pursuant to the terms and conditions described herein will be monitored by the DSS. (EXHIBIT A)

1. The client secures an on-the-job training or an apprenticeship earning at least minimum wage which shall lead to jobs at the prevailing wage in accordance with federal requirements.
 - a. At least 60% of the individuals scheduled to receive **On-The-Job Training or Apprenticeship** services received such services earning at least minimum wage or prevailing wage in accordance with federal requirements.
- 2.
- 3.
4. The client secures employment in a "green job." Exhibit A
 - c.
 - d. At least 10% of the individuals receiving Training or Employment Readiness services are **placed in "green" jobs.**
 - e. 100% of the state and federal training and workforce **Data Collection & Reporting** requirements are met.
 - f. At least one **advisory committee** meeting per year is held in each region and at least one advisory committee meeting per year is held statewide, with Weatherization program and training stakeholders, to review and assess various components that support program development and improvement.
 - g. **Monitoring** visits are conducted at least once each year with each subcontractor.
5. The state and federal training and workforce Data Collection & Reporting requirements are met. (Based upon Exhibit B Reporting Documents)
6. Advisory Committee meetings are held with regional and state stakeholders.
12. Monitoring of subcontracts is conducted.

D. QUALITY ASSURANCE COMPLIANCE:

The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other State or Federal entities pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.

E. PROGRAM ADMINISTRATION

1. PROGRAM TRAINING COSTS: Throughout the contract period, the Contractor shall incur costs for only those materials or items identified in the ARRA WAP Connecticut State Plan, associated cost categories as defined below, and in accordance with the budget below. Such cost categories as incurred by the Contractor for the completion of Program services shall be documented on the ARRA WAP - Monthly Weatherization Training Report as described herein.

- a. PROGRAM TRAINING SUPPORT:

- i. Tools and Equipment for Training shall include the 'tangible property' cost(s) of the 'subject' items utilized in the Program. Equipment costs of or in excess of \$5,000 require prior approval from DSS and USDOE.
- ii. Rental fees for Tools and Equipment for Training shall include the cost of annual lease(s) for the 'subject' items utilized in the Program.
- iii. Salaries- (staff) shall include employee salaries paid for the ARRA Weatherization Training Program staff.
- iv. Salaries-(supervisory) shall include employee salaries paid for supervision of any employee or ARRA Weatherization Training Program service provision.
- v. Fringe Benefits shall include payroll taxes, group health insurance, and other employee benefits that may include but are not limited to pensions for those employees receiving salaries as defined above in a.iii. and iv. for provision of ARRA Weatherization Training Program services.
- vi. Transportation shall include the costs paid as reimbursement for costs incurred by employees for the use of their personal vehicles in the provision of Program services under this contract.
- vii. Transport of Clients: In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a client of DSS, the Contractor or its subcontractors hereby agrees to the following:

The contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients.

All vehicles utilized shall be appropriately licensed, certified, permitted, and/or insured.

- b. FINANCIAL AUDIT costs shall include the costs associated with completion of a financial audit of the Program in accordance with 10 CFR Part 600, as amended.

F. PROGRAM EVALUATION:

The Contractor agrees to conduct an annual self-assessment. The Contractor will annually monitor the Program to assess goals, progress, and effectiveness and will produce a report with recommendations to the Contractor's staff.

G. QUALITY ASSURANCE COMPLIANCE:

1. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other State or Federal entities pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.
2. The performance of the Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of client records, service logs, other documents and reports, and a meeting(s) with Contractor staff and/or clients and Board members. At least one site visit must be conducted at funded facilities and program sites administered by the Contractor, as described in the outcome measures.

H. FEDERAL REQUIREMENTS:

1. Throughout the term of this contract, the Contractor shall:
 - a. Arrange and develop in cooperation with the appropriate State and/or local agencies, a Program 'implementation plan' that includes but is not limited to descriptions of Program service arrangements, and how the Program services will be implemented in the service areas throughout the state.
 - b. Establish Program's implementation plan and shall be on file;
 - c. Adhere to the DOE's Civil Rights Requirements, in accordance with 10 CFR Part 1040 et seq., as amended;
 - d. Expend and administer funds supplied under this contract in accordance with the DOE's financial assistance regulations defined in 10 CFR Part 600, as amended;
2. In addition to Part II, of this contract, the Contractor certifies that it has taken proper assurances to prohibit the use of Federal funds for Lobbying. The State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients. The Contractor certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.
3. Funding Identification – *(Contractor specific – delete if not applicable)*
Federal funding has been provided for this contract as follows:

CFDA (Catalog of Federal Domestic Assistance) Title: American Recovery and Reinvestment Act
Weatherization Program for Low Income
Persons

CFDA Number: 81.042
Award Name: Weatherization Assistance Program
Award Year: 07/01/2009-06/30/2012
Research and Design: ☐ Yes or ☐ No
Name of Federal Agency Awarding: U.S. Department of Energy
DUNS Number _____

Within 30 days of the execution of this contract, the Contractor shall obtain and provide the Department with a DUNS number, obtained through the Federal website <http://fedgov.dnb.com/webform>.

I. SUBCONTRACTED SERVICES: In addition to Part II of this contract:

1. The Contractor agrees to notify the Department prior to finalizing any subcontractor relationship for services covered under this agreement.
2. Any subcontract shall contain terms that require the subcontractor to maintain books, records, documents, program and individual service records, and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs; that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees of the State, or, where applicable, federal agencies; and that the subcontractor shall retain all such records concerning this contract for a period of 3 years after the completion and submission to the State of the Contractor's annual financial audit.
3. The Contractor agrees to be responsible to the Department for the performance of said subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under the contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.
4. Prevailing wage rates shall be paid to persons providing weatherization services provided through this contract as directed by United States Secretary of Labor and the Davis Bacon Act.
5. The subcontractor must adhere to requirements about reporting the creation of or maintaining of jobs in accordance with and as directed by USDOE and DSS.

J. PROGRAMMATIC/STATISTICAL REPORTING:

1. At a minimum, the Contractor shall submit a 'Monthly Weatherization Training Report' for training and job placement services in each of the five service areas and a separate report for the DECD Weatherization program training services to the Department's Program representative located at Department of Social Services, 25 Sigourney Street, Hartford, CT 06106. This report shall include, but not be limited to the reporting requirements outlined in Exhibit B of this agreement and shown below as ARRA Performance Progress Report. This report is due to DSS by the twentieth day of each month succeeding the reporting period. Additionally, the Contractor agrees to comply with any and all reporting requirements set forth by the U.S. Department of Energy or any other Federal entity and shall be notified of any new or revised reporting requirements in writing by the Department.

2. **Detailed Status and Narrative Activities Reports** detailing program activities and progress toward implementation, in a format determined by Department program representative, shall be submitted on a quarterly basis, and will be due on the 20th day of last month of each quarter covering the reporting period from the 16th day of the month preceding the quarter through the 15th day of the last month of the quarter.
3. **Statistical Reports:** written statistical reports shall be submitted on or before the twentieth day of each month during the program period. Each report shall contain a summary of all training provided to date and any further information of an administrative or statistical nature necessary for this program as determined by the Department and Contractor and in accordance with state and federal regulations and ARRA requirements.
4. **ARRA Performance Progress Report:** Not later than the 20th day of each month covering the reporting period from the 16th day of the previous month through the 15th day of the reporting month, each contractor and subcontractor shall submit a report(s) to the Department of Social Services that contains:
 - a. The total amount of American Recovery and Reinvestment Act of 2009, P. L. 111-5, covered funds received from that agency;
 - b. The amount of American Recovery and Reinvestment Act of 2009, P. L. 111-5, covered funds received that were expended or obligated to project or activities;
 - c. A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, P. L. 111-5, covered funds were expended or obligated including:
 - d. Name of project or activity
 - e. Description of project or activity
 - f. Evaluation of the completion status of project or activity (To be Submitted Quarterly)
 - g. Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DSS*
 - h. Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact. (To be Submitted Quarterly)
 - i. Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (P. L. 109-282).
 - j. Performance Progress Report to include reporting on the following Training and Technical Assistance related jobs, training and activities, at a minimum:
 - 1) Jobs created at the state agency level
 - 2) Jobs created using state contractors
 - 3) Jobs retained at the state agency level
 - 4) Jobs retained with state contractors
 - 5) Jobs created at the local agency level
 - 6) Jobs created using local agency contractors
 - 7) Jobs retained at the local agency level
 - 8) Jobs retained with local agency contractors
 - 9) Hours trained at the state agency
 - 10) Hours trained at the local agency
 - 11) Equipment units purchased that are \$5,000 or more.
 - 12) Any other jobs information as required by DSS in the manner and form prescribed.

DOE may provide additional guidance regarding the calculation of jobs created. DOE may provide additional guidance regarding the methodology for calculating energy savings.

Grantees also shall continue to report progress of subgrantees in meeting the Production Schedule included in the DOE approved State Plan.

Failure to comply with this reporting requirement may result in termination of that part of the award funded by the Recovery Act.

K. DAVIS BACON WAGE REPORTING:

Section 1066 of the American Recovery and Reinvestment Act requires that all laborers and mechanics employed by contractors and subcontractors on any project "funded directly by or assisted in whole or in part by" Recovery Act funds be paid prevailing wages as determined by the Secretary of Labor. Thus Weatherization Assistance projects funded or assisted in whole or part by Recovery Act funds are now subject to Davis Bacon Act prevailing wages. To the extent applicable, the Contractor shall provide a weekly wage report in a format proscribed by the Department to document rates paid to its agency staff and to subcontractor laborers and mechanics pursuant to this contract comply with provisions of the Davis Bacon Act. Detailed and updated information about prevailing wages can be found through the Connecticut Department of Labor at <http://www.ctdol.state.ct.us> or <http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/DBA-ARRA.htm>

L. FINANCIAL REPORTING:

1. The Contractor shall submit to the Department a monthly fiscal report for the five service areas and a separate consolidated fiscal report for all of the services statewide, which are both due by the twentieth of each month, succeeding the reporting period. All expenses pursuant to this contract must be incurred no later than **March 31, 2012**. The Contractor shall have up to an additional 30 days to submit a final financial report to the Department.
2. The Contractor shall submit such required financial reports to the Department's Program representative located at Department of Social Services, 25 Sigourney Street, Hartford, CT 06106.

M. DELINQUENT REPORTS:

The Department reserves the right to withhold payment for this contract if the Department has not received on a timely basis acceptable statistical and/or expenditure reports. In addition, the Department reserves the right to withhold payments in whole or in part if, in the Department's determination, the Contractor has failed to perform the scope of work contemplated under this agreement. In such cases the Department shall notify the Contractor of the intent to withhold payment and allow Contractor a period of thirty (30) days from the date of the notice to cure such defect in performance.

N. MISCELLANEOUS PROVISIONS:

1. **Audit Exceptions:** In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.
2. **Severability:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.
3. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a client of DSS, the Contractor hereby agrees to the following:

- a. The contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients.
- b. All vehicles utilized shall be appropriately licensed, certified, permitted, and/or insured.
- c. All vehicles shall be in working condition, maintained properly and pass inspections.

O. INDEPENDENT CAPACITY OF CONTRACTOR:

The Office of Workforce Competitiveness, its officers, employees, subcontractors, or any other agent of the Contractor in performance of this agreement will act in an independent capacity and not as officers or employees of the Department.

P. AGREEMENT MODIFICATIONS:

The parties recognize that the scope of work and subsequent budget line items reflect the best thinking in the context of resources available at the time of the writing of the contract. To meet the Department's mission as it evolves and to be able to respond to changing Federal and State requirements, the agreement may have to be amended during its life. Changes in the scope of work that are substantially within the intent of the contract, and changes of budget line items up to 10% (+ or -) may be accomplished by a letter of agreement approved by the Department's Contract Administrator and the Contractor. More substantive changes to the agreement not addressed elsewhere in the contract will require approval of the CT DSS Commissioner and the Contractor Program Director.

Q. AWARD OF RELATED CONTRACTS:

The Department may undertake or award supplemental contracts for work related to this contract or any portion thereof. The Contractor shall be bound to cooperate fully with such other contractors and the Department in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and prime Contractor.

PART 4

Memorandum of Agreement Budget and Payment Provisions

A. BUDGET

1. In order to ensure transparency, separate accounts shall be maintained for all ARRA WAP expenditures.
2. The Contractor agrees to utilize Department funds in accordance with the budget as referenced herein.
3. Following the execution of this MOA and the submission of a completed transfer invoice to DSS from OWC for the performance of the services and activities described in this agreement, DSS will make an initial / advance transfer up to \$875,000.00 . OWC shall receive a sum not to exceed \$3,500,000.00 for the contract period of July 1, 2009 through March 31, 2012. . Services are expected to be provided statewide. The source of funds to be transferred to OWC is DSS SID 29040. The fiscal contact at DSS is Michael Gilbert (860-424-5841) and the fiscal contact at OWC is Beth Trenchard (860-258-4309).
4. OWC shall have the flexibility to adjust any of the amounts budgeted between regions by as much as fifteen percent (15%) without seeking pre-approval from DSS. Such revisions shall not at any time alter the total amount budgeted statewide. Any revisions to the budget other than those permitted pursuant to this section must be pre-approved in writing by DSS.
5. Payments/transfers are contingent upon the Department's execution of this agreement, the Department's receipt and approval of a payment requisition, and the Contractor's compliance with the terms and conditions of this contract.
6. Additional payments will be issued to the Contractor on a reimbursement basis of Program services completed by the Contractor and shall be subject to the Department's review and approval of the Monthly Weatherization Training Reports in consultation with OWC.
7. OWC shall have the flexibility to adjust any of the amounts budgeted for any separate line item by as much as ten percent (10%) between regions without seeking pre-approval from DSS. Such revisions shall not at any time alter the total amount budgeted statewide. Any other revisions to the budget must be pre-approved in writing by DSS.
8. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
9. The Department reserves the right to withhold payment under this contract if the Department had not received on a timely basis acceptable financial reports, program reports, refunds, and/or audits as provided for any and all contracts the Contractor has entered into with the Department.
10. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

11. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the Department in full any unexpended funds within 30 days.
12. All expenses pursuant to this contract must be incurred no later than March 31, 2012. Final reports shall be submitted by April 30, 2012 or as directed by DSS.

B. BUDGET VARIANCE:

1. Throughout the term of this contract, the Contractor agrees that the only revision that can be made to the Program Budget is the transfer of dollars as identified in Part I, of this contract. This notification must be submitted to the Department in a formal letter by the Contractor and requires the approval of the Department. In addition, the Contractor shall submit a Line Item Budget Revision to the Department for approval and adjust the contract Grant Budget Column on the 'Monthly Weatherization Training Report' as cited in Part I, Section H of this contract and provided herein and as may be further determined by the Department. No such line item revision shall increase or reduce the total maximum amount payable under this contract without a corresponding formal amendment to the contract, as described in Part II, of this contract, or upon the authority of the Legislature, the Governor, or the Office of Policy and Management.
2. The Department will respond to a properly executed request within 30 days of receipt.
3. No budget revisions proposed by the Contractor may be submitted later than 30 calendar days after the program has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report shall show all category overruns. Costs incurred after the end of the budget period will be disallowed except where the Department has expressly approved in writing and in advance.

EXHIBIT A

Office for Workforce Competiveness Scope of Services with Department of Social Services:

PLANNING

1. OWC will require each subcontractor to determine the local funds needed for workforce training and related services based upon consultation with Department of Social Services designated local area CAA Contractor in each Region which calculates the number of employees to be hired and trained. Subcontractors will develop and submit a plan to OWC. OWC will provide planning guidance to the subcontractors

PROGRAM SERVICES

2. Based upon identified need, OWC will enter into agreements with Workforce Boards and the City of New Haven Office for Equal Employment Opportunity to provide the following services to address workforce objectives under ARRA WAP:
 - a. Provide integrated services to develop a pool of qualified candidates for employment in identified ARRA WAP jobs. Service will include :
 - Recruitment
 - Orientation
 - Assessment/screening/testing
 - Referral
 - b. Provide on-going case management/support-retention services to prospective employees. (Services would continue from referral to program through six months post placement).
 - c. Provide pre-employment training services identified through local needs assessment.
 - d. Provide placement services to identified candidate pool. (use target population language). Make best faith effort to place customer in following job/training options:
 - ARRA weatherization job
 - Weatherization related job
 - Placement in "green job"
 - Trained and ready to work
 - Referred to CC to scholarship program
 - Referred to Apprenticeship Program
 - Incumbent worker training to allow career advancement
 - Other

OVERSIGHT AND ADMINISTRATION

3. Assure existence of broadly representative steering committee/advisory committee to provide oversight and guidance and to foster key relationships and partnerships. Assure that specific interests are engaged.
4. Track and report on participant activity and outcomes. (Exhibit B, Reporting Documents)
5. Manage program finances and report and expenditures.

TECHNICAL ASSISTANCE

6. The Office for Workforce Competitiveness will provide ongoing technical assistance to sub- contractors to support their efforts to implement their contractual obligations as outlined above.
7. OWC will report to DSS on program and finance activity on reporting forms provided by DSS in Exhibit B of contract.

Draft Program Outcomes

OUTCOMES

1. Clients from the target population are recruited for training and employment in the weatherization field.
2. The client receives intake and exit Assessment/Evaluation of training and education needs for successful employment in the weatherization field.
3. The client receives Weatherization Orientation for successful understanding of program requirements in ARRA and the weatherization field.
4. The client participates in weatherization employment readiness training or education.
5. The client participates in weatherization training or education offered through the program menu of courses shown in Exhibit A of this Agreement
6. The client secures employment in a "green job." Move to A
7. The state and federal training and workforce Data Collection & Reporting requirements are met. (Based upon Exhibit B)
8. Advisory Committee meetings are held with regional and state stakeholders.
9. Monitoring of subcontracts is conducted.

MEASURES

- a. At least 70% of the individuals scheduled to receive Program **Recruitment** services are from the target population and received such services in the planned timelines.
- b. At least 90% of the individuals recruited for the program receive Assessment/Evaluation of training needs in the planned timelines.
- c. At least 90% of the individuals recruited for the program receive Program **Weatherization Orientation** in the planned timelines.
- d. At least 70% of the individuals scheduled to receive Program **Employment Readiness** services received such services in the planned timelines.
- e. At least 70% of the individuals scheduled to receive **Weatherization Training and Education** received choices for such training and education, based on their preference and as appropriate for the job duties.
- f. At least 10% of the individuals receiving Training or Employment Readiness services are **placed in "green" jobs**.
- g. 100% of the state and federal training and workforce **Data Collection & Reporting** requirements are met.
- h. At least one **advisory committee** meeting per year is held in each region and at least one advisory committee meeting per year is held statewide, with Weatherization program and training stakeholders, to review and assess various components that support program development and improvement.
- i. **Monitoring** visits are conducted at least once each year with each subcontractor.

Draft Menu of Weatherization Program Training and Technical Assistance Courses and Services

- Statewide Lead Safe Weatherization (LSW)/ Lead Safe Work Practice Training -DOE minimum standards
- Energy Auditor Certification Training Class (CSG) [3 Day]
- On-site training for crews, energy auditors and subcontractors.
- Mold and moisture detection training
- Annual combustion safety refresher training
- Client education training - effective techniques of client education.
- OSHA training & OSHA 10 training "Construction Industry OSHA Safety and Health Standards"(29 CFR 1926/1910) for new staff and subcontractors
- Davis Bacon Requirements for Contractors and Subcontractors. Training on Requirements, Reporting, Prevailing Wage & Self Employment.
- BPI Competencies – Additional Training Requirements, Building Analyst Training, BPI National Certification.
- Fiscal/Procurement/Accounting – For Programs and Contractors
- Business 101
- Citrix Training
- ARRA & Weatherization Orientation/Overview of Requirements, Reporting, Bidding, Insurances
- Core Competency training - two-week training - includes courses in:
 - basic competencies
 - safe work practices
 - building evaluation
 - measure installation
 - final inspection
 - consumer education
 - monitoring
 - program management & training
- Weatherization Technical Skills Development
- Building Science basics
- Carpentry
 - Tools (power & hand tools), equipment, safe use of ladders, and job safety
 - Proper installation measures
 - Blower door, Insulation blower, hoses
 - Performance and Safety Testing
- Weatherization Manual & Field Guides
- OSHA & Connecticut safety requirements
- Basic Skills Training > Job Ready Worker
- Pre-employment workshops
- English language fluency
- Remedial Math
- Math Refresher
- Basic carpentry math skills
- Basic English /English Comprehension (within context of weatherization work)
- Communication – ‘How to Communicate Effectively’/ “How to deal with people’
- Interviewing Techniques
- Customer Service workshops (including cultural sensitivity)
- Basic computer literacy

- GED/ High School Diploma/ Alternative Ed./English as a Second Language (ESL)/Adult Education. (Describe why needed and time & cost requirements (max) per student/worker)
- Driver's license and/or reliable transportation (Describe why needed and time & cost requirements (max) per student/worker)
- Resume Writing
- Worker's Rights
- Money Management
- Team Building
- Substance Abuse Awareness
- Training on sustainable energy and "green" technologies and techniques. (Requests for these activities require prior approval by DSS.)
- Grantee Health and Safety
- Crew and/or Contractor Health and Safety
- Basic health and safety training
- Combustion Appliances and Combustion Gases:
- Fire Hazards
- Indoor Air Quality
- Building Structure
- Electrical Issues
- Deferral Standards
- Confined Space options
- Infrared Scanner Equipment
- Energy Conservation
- Introduction to Green, High Performance Building
- Program and Board of Directors Self Assessment Workshops
- ESL Communication
- Spanish for the Workplace
- Grammar & Punctuation - I (Introduction)
- Communication: Better Work Relationships
- Developing Critical Listening Skills
- Shop Math
- Word 2003 - I (Introduction)
- Excel 2003 - I (Introduction)
- Excel 2007 - I (Introduction)

EXHIBIT A (Continued)

Courses to be offered by the Connecticut Community & Technical Colleges through ARRA Weatherization Scholarship Program :

Weatherization, Energy Auditor and Inspector Training

Weatherization Training (Installer) 3 weeks

This training includes instruction in Health and Safety Measures, safe work practices and instruction in the theory, methods, techniques and tools for the installation of energy efficiency retrofits including the most commonly installed measures—attic insulation; sidewall insulation; air sealing/infiltration measures; basement/crawlspace ceiling insulation; pipe and duct insulation; storm windows and/or doors and primary windows and/or doors. Principles of energy, Introduction to home construction basics, Concepts of building science (“house as a system”), Safe work practices, Air Sealing, Duct Sealing, Insulation, Base-load Measures, Heating & Cooling Basics, combustion safety & efficiency, Infrared camera basics.

Energy Auditor /Building Analyst Training 8 days (Participants must have a background in the construction/weatherization field {minimum 12 months, verified employment} or have completed the weatherization installer training and have worked for 12 months as an installer.). Degree day theory, Fundamentals of building science and residential construction, Heat Transfer, Moisture Control, Insulation, Air Leakage, Caulking and Weather stripping, Heating System Details, Water Heating & Base load, Heat Pumps, Diagnostic Procedures, Optional written and field exam for BPI certification (course conducted by BPI certified instructors)

Inspector Training 4 days (Participants must be certified Building Analysts or have taken the Building Analyst Training program and worked as Building Analysts for a minimum of one year.)

Optional Courses (one-day unless otherwise specified)

- ESL Communication
- Spanish for the Workplace
- Grammar & Punctuation - I (Introduction)
- Communication: Better Work Relationships
- Developing Critical Listening Skills
- Math Refresher
- Shop Math
- Computer Basics Plus
- Word 2003 - I (Introduction)
- Excel 2003 - I (Introduction)
- Excel 2007 - I (Introduction)

See descriptions below

a. ESL Communication

This is a 15-hour course that can be leveled for various levels of English proficiency. It is an intensive conversation course with grammar integrated. Lots of oral and listening comprehension exercises and vocabulary development are emphasized in this class. It is intended for those who consider English to be a second language.

b. Spanish for the Workplace

The objective of this course is to present realistic situations and specialized vocabulary that workplace professionals need to communicate with Spanish speaking employees, clients and co-workers. Personalized questions, basic Spanish grammar exercises, role-plays, and reality-based activities will provide you with opportunities to practice the basics of Spanish. Topics to be covered:

- Introduction to Spanish sounds and the alphabet
- Greetings and farewells
- EXHIBIT A (Continued)

- Asking for information and other polite requests
- Numbers, dates, days of the week and months of the year and time
- Critical verbs
- Cross-cultural communication including do's and taboos

c. Grammar & Punctuation - I (Introduction)

This course will cover the fine art of using language properly and making sure that all letters, memos, and other presentations are punctuated properly. Learn about the correct use of punctuation and how the meanings of words may be changed by the punctuation.

d. Communication: Better Work Relationships

The first step in building better work relationships is to become aware of the differences among people and to be willing to accept these differences as a positive force within an organization. This class will prepare students to create better work relationships by becoming "conscious communicators." They will return to work better able to build constructive and beneficial work relationships. The course will include the following:

- Build better rapport and gain the trust of colleagues
- Discover the basic competencies critical to solid work relationships.
- Develop flexibility in actions, thoughts and feelings to better handle any situation
- Avoid mistakes and conflicts that may result from misinterpreting others or ineffective listening
- Learn how to use direct and indirect messages accurately
- Identify strengths, weaknesses and opportunities in work relationships
- Understand emotions and how they translate into emotional intelligence
- Master the keys to excellent communication: observe, listen, analyze, plan, and communicate.

e. Developing Critical Listening Skills

Hearing and listening are two different things. Leaders, teammates, employees and co-workers will benefit from improving their listening skills. Listening skills are vital for leaders and co-workers. This workshop will cover listening with intent, empathy and non-bias and will demonstrate the impact strong listening skills have on your productivity and communication skills. Participants in this workshop will learn:

- active listening skills with a focus on content
- listening skills for managing business
- to practice techniques for effective listening
- to recognize the signs of a poor listener

f. Math Refresher

This one-day refresher is for participants who need to brush up on their math skills. Students will practice fractions, decimals and percentages to gain confidence in everyday math.

g. Shop Math

Nearly every shop activity requires some math. This two-day math refresher will review the fundamentals and the practical workplace applications of common fractions, decimals, percentages, and averages. The metric system and millimeter/inch conversion of blueprint dimensions will also be covered.

EXHIBIT A (Continued)

h. Computer Basics Plus

Computer Basics Plus is a comprehensive introduction to the Windows operating system, file and folder

management, typing and keyboarding skills, Microsoft Word 2007, Internet and Email. This is a great course for someone unfamiliar with computers or who is self taught, and would like to greatly improve their skills. The objective of this two-day course is to make students more confident using today's technology.

i. Word 2003 - I (Introduction)

Create documents using Microsoft Word 2003. Learn how to create, edit, format, review, and print documents such as letters and memos and how to apply basic page, paragraph, header, footer, and character formatting functions. Insert tabs, indents, borders, and styles. Use spell check, tables, and learn to insert graphics.

j. Excel 2003 - I (Introduction)

Develop the basic skills required to create and use a spreadsheet with Microsoft Excel. Learn to enter and edit data; create formulas; format elements of a worksheet; and insert charts. Topics include working with cells, rows and columns; moving and copying data; formulas; functions; formatting charts; and printing.

k. Excel 2007 - I (Introduction)

Learn the exciting new features of Excel 2007: how to enter and edit data, use formulas, work with graphics, save workbooks, copy data and formulas, use functions, format worksheets, print, and create charts.

Proposal for Green Building Courses Development
By: Institute for Sustainable Energy at Eastern

l. Introduction to Green, High Performance Building

This course is designed to introduce individuals to the principles, objectives, and goals of building green, high performance homes and small commercial buildings. Individuals will become familiar with the benefits and considerations of constructing a high performance building, including; site considerations, energy and building standards, material selection, and construction procedures. This course also provides a review of the different green buildings certification standards that are available. 2 days 8:30am to 4:30pm = 15 hours of course time and/or 5 evenings 5:30pm to 9:00pm = 15 hours of course time. CEU 1.4

EXHIBIT B—Reporting Requirement Forms

Whereas the Department of Administrative Services-Office of Workforce Competitiveness and the Department of Social Services entered into an agreement on September 21, 2009 for the transfer and utilization of American Recovery and Reinvestment Act Weatherization Assistance Program dollars; and

Whereas all parties were in agreement at the time of signature as to necessary terms and conditions; and

Whereas a necessary condition was misstated at the time of signature; and

Whereas the parties now wish to rectify that misstatement;


Now therefore the language found in the original MOA, Part 4, Section A. 6 shall be replaced in its entirety with the language below:

6. Additional payments will be issued to the Contractor subject to the Department's review and approval of the Monthly Weatherization Reports.

ACCEPTANCES AND APPROVALS

By signing below, the parties are agreeing to the terms and conditions contained herein. This agreement may be executed in counterparts in the interest of efficiency.

Department of Social Services

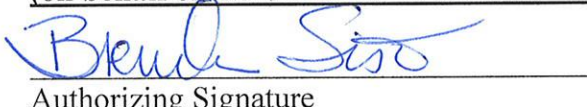


Authorizing Signature

Commissioner Michael Starkowski

10/20/09
Date

Department of Administrative Services
(on behalf of the Office for Workforce Competitiveness)



Authorizing Signature

Commissioner Brenda Sisco

9/23/09
Date

